

Exhibit 4

To the Declaration of J. Michael Keyes iso
Defendant's Motion for Summary Judgment

DOCUMENT PROPOSED TO BE FILED UNDER SEAL

Michael Grecco

Confidential

Michael Grecco Productions, Inc. vs. TikTok, Inc.

12 CONFIDENTIAL VIDEO DEPOSITION OF
13 MICHAEL GRECCO
14 Santa Monica, CA
15 Friday, July 18, 2025

19 STENOGRAPHICALLY REPORTED BY:
20 SUSAN F. MAGEE, RPR, CCRR, CLR, CSR No. 11661
21
22 Job No. 10168456

Michael Grecco

Confidential

Michael Grecco Productions, Inc. vs. TikTok, Inc.

12 Confidential video deposition of
13 MICHAEL GRECCO, taken on behalf of Defendant,
14 appearing remotely from Santa Monica, CA, beginning
15 at 9:37 a.m. and ending at 6:00 p.m. on Friday,
16 July 18, 2025 before SUSAN F. MAGEE, RPR, CCRR, CLR,
17 CSR No. 11661.

Confidential

Michael Grecco Productions, Inc. vs.
TikTok, Inc.

Michael Grecco

1 APPEARANCES:

2 For the Plaintiff:

3 COPYCAT LEGAL PLLC

4 JONATHAN ALEJANDRINO, ESQ.

5 LAUREN M. HAUSMAN, ESQ.

6 (Appearing via videoconference)

7 3111 North University Drive

8 Suite 301

9 Coral Springs, FL 33065

10 (877) 437-6228

11 jonathan@copycatlegal.com

12 lauren@copycatlegal.com

13

14 For the Defendant:

15 DORSEY & WHITNEY LLP

16 J. MICHAEL KEYES, ESQ.

17 CONNOR J. HANSEN, ESQ.

18 (Appearing via videoconference)

19 701 Fifth Avenue

20 Suite 6100

21 Seattle, WA 98104

22 (206) 903-8800

23 keyes.mike@dorsey.com

24 hansen.connor@dorsey.com

25

Confidential

Michael Grecco Productions, Inc. vs.
TikTok, Inc.

Michael Grecco

1 APPEARANCES (continued):

2 Also Present (Appearing via videoconference):

3 BENJAMIN HALPERIN

4 ALEXA LIBERT

5

6 The Videographer

7 (Appearing via videoconference):

8 MEYNARD BERNARDO

9 --o0o--

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

Confidential

Michael Grecco Productions, Inc. vs.
TikTok, Inc.

Michael Grecco

1 **Q. Okay. You're familiar with the**
2 **entertainment platform TikTok, are you not?**

3 A. I am.

4 **Q. Do you have a TikTok account, sir?**

5 A. I do not.

6 **Q. Have you ever had a TikTok account?**

7 A. I believe I tried to have one for, like, a
8 few days and hated it.

9 **Q. Okay. Are you familiar with TikTok shop?**

10 A. No.

11 **Q. Have you ever heard of TikTok shop?**

12 A. No.

13 **Q. So you've never visited TikTok shop?**

14 A. No.

15 MR. KEYES: Mr. Bernardo, could you drop
16 into chat Exhibit No. 1, please.

17 (Exhibit 1, Amended Notice of Deposition of
18 Michael Grecco, marked for identification.)

19 BY MR. KEYES:

20 **Q. So Mr. Grecco, throughout the day you'll**
21 **bee -- I'll be sharing exhibits with you or the**
22 **court reporter will via the Chat function on Zoom**
23 **here.**

24 A. Okay.

25 **Q. So you've probably gone through this**

Confidential

Michael Grecco Productions, Inc. vs.
TikTok, Inc.

Michael Grecco

1 process before. You'll just pop open those
2 exhibits, and let me know once you have it in front
3 of you, okay?

4 A. They normally come in as an attachment that
5 opens as a PDF. You're doing this web-based
6 instead?

7 Q. Correct.

8 A. Okay.

9 Q. Let me know when you're there.

10 A. Okay. I'm here.

11 Q. Have you seen Exhibit 1 to your deposition?

12 A. Yes.

13 Q. And this is a notice of deposition for you
14 to appear today; correct?

15 A. Yes.

16 MR. KEYES: All right. If we could please
17 drop Exhibit 2 in the chat.

18 (Exhibit 2, Amended Notice of 30(b)(6)

19 Deposition of Michael Grecco Productions, Inc.,
20 marked for identification.)

21 BY MR. KEYES:

22 Q. While that's pulling up here, Mr. Grecco,
23 you understand that you're here to provide testimony
24 today in your personal capacity as a witness;
25 correct?

Confidential

Michael Grecco Productions, Inc. vs.
TikTok, Inc.

Michael Grecco

1 A. Yes. I don't think I can provide testimony
2 for anyone else, so . . .

3 Q. Well, actually that's not entirely accurate
4 because you're also here as a 30(b)(6) deponent too,
5 aren't you, sir?

6 A. Correct.

7 Q. Okay. So in that regard, let's take a look
8 at Exhibit 2, please.

9 A. Okay. I'm here.

10 Q. All right. Have you seen this document
11 before?

12 A. I believe so, yes.

13 Q. And you see that this is a document,
14 Exhibit 2, entitled "Amended Notice of 30(b)(6)
15 Deposition of Michael Grecco Productions, Inc.;"
16 right?

17 A. Correct.

18 Q. And Michael Grecco Productions, Inc. is
19 your company; right?

20 A. That is correct.

21 Q. You also understand that you're here to
22 provide testimony on behalf of your corporation;
23 correct?

24 A. To the best that I have that knowledge,
25 correct.

Confidential

Michael Grecco Productions, Inc. vs.
TikTok, Inc.

Michael Grecco

1 MR. ALEJANDRINO: I will -- I think the
2 question of going topic by topic is kind of touching
3 on what was discussed but understood.

4 BY MR. KEYES:

5 Q. You own Michael Grecco Productions; right,
6 sir?

7 A. That's correct.

8 Q. Does anybody else have an ownership
9 interest in that corporation?

10 A. No.

11 Q. You're married, are you not?

12 A. I am.

13 Q. Okay. And your spouse's name is?

14 A. Elizabeth Grecco Waterman.

15 Q. Okay. Does Elizabeth Waterman have an
16 ownership interest in Michael Grecco Productions?

17 A. She does not.

18 Q. Are you personally, sir, a W-2 employee of
19 Michael Grecco Productions?

20 A. No. I get paid by officer loan. I've put
21 in money to the company, and I get paid by officer
22 loan; so we don't file a W-2.

23 Q. Okay. So you essentially take draws from
24 your company?

25 A. I get paid back the loan money I put in.

Confidential

Michael Grecco Productions, Inc. vs.
TikTok, Inc.

Michael Grecco

1 Q. All right. Does Michael Grecco Productions
2 have any employees?

3 A. Subcontractors.

4 Q. Okay. So by "subcontractors," I take it
5 you mean independent contractors?

6 A. Correct.

7 Q. And how are your subcontractors compensated
8 for the work they do with Michael Grecco
9 Productions?

10 A. With U.S. dollars.

11 Q. Okay. I take it you then would provide
12 them with a W-9 at the end of the year? How does
13 that work?

14 A. A 1099.

15 Q. A 1099. Thank you. Yes.

16 Okay. So let's go back to Exhibit 2, if
17 you would, sir.

18 A. Okay.

19 Q. You see there are 26 topics here listed
20 here; right?

21 A. Let me open it up.

22 Yes.

23 Q. Are there any topics on this list that you
24 are not prepared to talk about today?

25 A. I'm going to answer every question to the

Michael Grecco

Confidential

Michael Grecco Productions, Inc. vs.
TikTok, Inc.

1 **Society For Collective Rights Licensing,**
2 **approximately how much are those royalties on an**
3 **annual basis?**

4 A. Under \$5,000.

5 **Q. What is Titan Copyright?**

6 A. It's a copyright protection company for
7 photographers.

8 **Q. And what does it do exactly?**

9 A. It searches for photographers' work on the
10 Internet, and then we help manage the claim through
11 the use of law firms.

12 **Q. So is Titan Copyright how you discovered**
13 **the alleged infringement that led to this lawsuit?**

14 A. No.

15 **Q. How did you discover the allegedly**
16 **infringing works in this case?**

17 A. We use, like, five different search
18 engines. So I didn't discover them. I -- we have a
19 team of people that does it. My wife manages my --
20 the discovery of my claims and my admin
21 Torina Yamada helps her.

22 **Q. Okay. Can you spell your admin's name,**
23 **please.**

24 A. T-o-r-i-n-a, Yamada, Y-a-m-a-d-a.

25 **Q. Now, you mentioned a moment ago that you**

Confidential

Michael Grecco Productions, Inc. vs.
TikTok, Inc.

Michael Grecco

1 **use approximately five different search engines to**
2 **look for allegedly infringing content; is that**
3 **correct?**

4 A. Well, it's not allegedly infringing
5 content. It's infringing content for the most part.
6 It's very rare that it's authorized.

7 Yes.

8 **Q. Okay. What are those search engines?**

9 A. They change from time to time. But it's
10 Pixsy, COPYTRACK, Google Lens, Google Images,
11 Lenso.io.

12 And in the past we've used a company called
13 Infringement.Report and another company called
14 PlagueHunter. Both of those companies are out of
15 business.

16 **Q. Thank you. You mentioned that your wife**
17 **searches for allegedly infringing content on your**
18 **behalf; right?**

19 A. Yes.

20 **Q. Okay. And was Ms. Waterman, is she the**
21 **individual that I take it did the searching for the**
22 **allegedly infringing content in this case?**

23 A. Yes.

24 **Q. Do you know how she went about conducting**
25 **her search?**

Confidential

Michael Grecco Productions, Inc. vs.
TikTok, Inc.

Michael Grecco

1 I understand you're a photographer and that
2 you license out your photographs; right?

3 A. That's correct.

4 Q. I'd like to understand a little bit about
5 pricing that you use.

6 So I understand that you are or at least
7 you had been in the past commissioned to take
8 photographs; right?

9 A. That is correct.

10 Q. So let's say you're commissioned.

11 Are you still being commissioned to take
12 photographs?

13 A. Yes.

14 Q. And as a matter of fact, the works that are
15 involved in that lawsuit, you were commissioned to
16 take those photographs; right?

17 A. That is correct.

18 Q. So when you're commissioned to do a photo
19 shoot for a client, you typically charge, like, some
20 sort of creative fee; right?

21 A. That's correct.

22 Q. So fair to say that that's kind of related
23 to your artistry, your creativeness in terms of your
24 craft?

25 A. It's a license.

Confidential

Michael Grecco Productions, Inc. vs.
TikTok, Inc.

Michael Grecco

1 compensated through a return of officer loans.

2 Q. Okay. At any point did you personally,
3 Michael Grecco, have a written employment agreement
4 with Michael Grecco Photography, Inc.?

5 A. Whatever agreement I have is in my
6 operating agreement.

7 Q. Okay. So you understand, an operating
8 agreement, that's not an employee agreement; right?

9 A. I believe it might stipulate my role in the
10 company and copyrights and things like that,
11 so . . .

12 Q. Okay. Has that operating agreement been
13 produced in this case?

14 A. I'm not sure. I don't have the -- all the
15 entire --

16 Q. Okay.

17 A. -- document request. But again, I'm happy
18 to produce it.

19 Q. Okay. I appreciate that. Thank you.

20 A. Sure.

21 Q. Why did you change -- or why did you form
22 Michael Grecco Photography, Inc.?

23 A. For a combination of -- for a combination
24 of liability and tax reasons.

25 Q. All right. Now, for images created after

Confidential

Michael Grecco Productions, Inc. vs.
TikTok, Inc.

Michael Grecco

1 A. 2014 to '16, let's say.

2 Q. Okay. And why did you stop authorizing
3 Shutterstock took to license your photographs?

4 A. They weren't paying me, and they were
5 licensing our work very -- way too low.

6 Q. Other than Getty Images and Shutterstock,
7 have you ever used any other third parties to
8 license your works?

9 A. Yes.

10 Q. Which ones?

11 A. A Japanese agency called Aflo, a German
12 agency called DAP, Deutschland Association --
13 Associated Pictures or something like that. Or it's
14 DPA maybe, Deutschland Picture Agency.

15 And I'm currently with Iconic Images.

16 Q. How long have you been with Iconic Images?

17 A. Five years.

18 Q. Do you have an ownership interest in
19 Iconic images?

20 A. I do not.

21 Q. Iconic Images also license out other
22 photographs other than yours; right?

23 A. Yes.

24 Q. Do you have an approximation as to how many
25 other photographers' works are licensed through

Confidential

Michael Grecco Productions, Inc. vs.
TikTok, Inc.

Michael Grecco

1 to complete this photograph of Xena?

2 A. Well, we flew in a week ahead of time. We
3 scouted, prepped, rented equipment, did a tech scout
4 the day before, and then we probably spent 14 or 16
5 hours shooting that day.

6 Q. Now, Photograph No. 1 was taken by you in
7 1997, so that was before you formed your company;
8 right?

9 A. Correct.

10 Q. As you sit here today, how much revenue
11 have you generated from licensing this first
12 photograph?

13 A. I would have to look it up.

14 Q. Okay. Do you have an approximation?

15 A. I do not.

16 Q. Would you have a record of how much revenue
17 you've generated from licensing this first
18 photograph?

19 A. Yeah.

20 Q. And where would that record be?

21 A. In our records.

22 Q. Okay. Are your records kept
23 electronically?

24 A. They're both physical and electronic.

25 Q. All right. So for purposes of this case,

Confidential

Michael Grecco Productions, Inc. vs.
TikTok, Inc.

Michael Grecco

1 **Second Amended Complaint?**

2 A. I do.

3 Q. Now, this was taken, this second
4 photograph, during that same photo shoot; right?

5 A. That's correct.

6 Q. All right. As you sit here today, sir, can
7 you identify how much revenue you generated from
8 licensing this second photograph in the complaint?

9 A. Answer is going to be the same as the --
10 the same as the other answer. I don't know unless I
11 look at the records.

12 Q. Okay. But you do have records with respect
13 to this second photograph specifically as far as the
14 revenue that you or your company have generated from
15 licensing it; right?

16 A. We do.

17 Q. And you have no objection to producing
18 those records, do you?

19 A. Asked and answered, Counselor.

20 Q. Sir, I'm going to be going through each and
21 every photograph.

22 A. For all of these photographs, if we have
23 records that you have not received, we are willing
24 to deliver them to you.

25 Q. Okay. Well, I'm going to be asking

Confidential

Michael Grecco Productions, Inc. vs.
TikTok, Inc.

Michael Grecco

1 A. My attorney at the time.

2 Q. And who was your attorney at the time?

3 A. Stephen Spataro.

4 Q. Are you still working with that individual?

5 A. I am not.

6 Q. All right. Let's look at the third
7 photograph. I believe you -- this is a photograph
8 of Andy Garcia; right?

9 A. That's correct.

10 Q. Did he hire you to take this photo?

11 A. He did not.

12 Q. Who did?

13 A. The magazine.

14 Q. And what magazine is that?

15 A. USA Weekend magazine.

16 Q. Okay. And did you have a written agreement
17 with USA magazine with respect to this Andy Garcia
18 photograph?

19 A. My license and my invoice and delivery
20 memos.

21 Q. Okay. But other than that, that would
22 be -- that would be it, though; right?

23 A. That's correct.

24 Q. Okay. This photograph of Andy Garcia, I
25 believe it's one of the ones that you mentioned

Confidential

Michael Grecco Productions, Inc. vs.
TikTok, Inc.

Michael Grecco

1 have the process in place?

2 A. Correct.

3 Q. All right.

4 A. I also think it was a selected outtake by
5 Getty Images that we -- when we submitted to Getty
6 Images, we wanted to make sure everything that they
7 selected that hadn't been in print previously was
8 registered.

9 Q. Okay. With respect to this Andy Garcia
10 photograph, the third photograph in this case, how
11 much revenue have you generated from licensing this
12 particular work?

13 A. No idea.

14 Q. And as you sit here today, you can't
15 approximate?

16 A. I cannot.

17 Q. To the extent you generated any revenue --
18 and when I say "you," I mean both you and your
19 company.

20 To the extent that you generated any
21 revenue with respect to this Andy Garcia photograph,
22 you would have a record of that; yes?

23 A. If we have records, we are happy to share
24 them with you.

25 Q. Okay. Thank you.

Confidential

Michael Grecco Productions, Inc. vs.
TikTok, Inc.

Michael Grecco

1 Let's look at the fourth photograph. Can
2 you identify this group here? This is En Vogue;
3 correct?

4 A. That is correct.

5 Q. Did En Vogue, the group, hire you to take
6 this photograph?

7 A. They did not.

8 Q. Who did?

9 A. The magazine.

10 Q. What magazine?

11 A. I believe it was Focus Magazine out of
12 San Francisco, but I -- that's to the best of my
13 knowledge. I can't recall the specific magazine.

14 Q. Okay. Did you have a written agreement
15 with Focus Magazine?

16 A. I'm sure we did.

17 Q. Has that agreement been produced in this
18 case?

19 A. If it hasn't, we'd be happy to produce it.
20 We -- it might be old enough that we don't have it,
21 that written agreement.

22 Q. Do you have a document retention policy at
23 your company?

24 A. Yes.

25 Q. And what is that policy?

Michael Grecco

Confidential

Michael Grecco Productions, Inc. vs.
TikTok, Inc.

1 to the beginning, that that revenue information
2 would be reflected in the license agreements and
3 invoices?

4 A. The revenue information would be, yes,
5 reflected in my invoices and with any licensing
6 records that we've been given or any internal
7 licensing records.

8 Q. Okay. Thank you. As you sit here today,
9 sir, with respect to the fourth photograph, again
10 it's a picture of En Vogue here.

11 How much revenue have you or the company
12 generated with respect to licensing of this En Vogue
13 photograph?

14 A. I would have to look at our records.

15 Q. Okay. Can you provide me with an
16 approximation as you sit here today?

17 A. I cannot.

18 Q. Are you -- is it your testimony that you
19 have generated revenue with respect to this fourth
20 photograph, or are you just not certain?

21 A. I've generated revenue with every
22 photograph in here since I shot them on assignment,
23 and I was paid for them, and they have been licensed
24 after that.

25 How much that revenue is, I'm not willing

Confidential

Michael Grecco Productions, Inc. vs.
TikTok, Inc.

Michael Grecco

1 know what our discovery deadline is so I can't even
2 offer it. It's going to be up to counsel.

3 But if you want to pull the plug on this
4 and me grab licensing records, I -- you know, I'm
5 happy to do so.

6 BY MR. KEYES:

7 Q. Okay. I'm not pulling the plug. I just
8 want to understand the facts here.

9 It sounds like you're not aware of being
10 able to testify with respect to specific revenue
11 generation with respect to any of these photographs.
12 It's obviously a key issue in the case.

13 You would agree with me, wouldn't you, sir?

14 MR. ALEJANDRINO: Object to form.

15 Michael, you're muted.

16 THE WITNESS: Yeah, but I believe those
17 documents have been produced for you already in
18 discovery.

19 BY MR. KEYES:

20 Q. Okay. Let's move on to the fifth
21 photograph.

22 You took this photograph in 1997; right?

23 A. No. I think that that was a mistake made
24 in this. I -- it was taken in 1985.

25 Q. Okay.

Confidential

Michael Grecco Productions, Inc. vs.
TikTok, Inc.

Michael Grecco

1 A. It was a mistake made in the complaint.

2 Q. Okay. And you just didn't catch that when
3 you reviewed the complaint before it was filed?

4 A. Correct.

5 Q. All right. Who is 'Til Tuesday?

6 A. A band.

7 Q. Are they still in existence?

8 A. They played Cruel World a couple of months
9 ago, yes.

10 Q. Okay. Who did you take this fifth
11 photograph on behalf of? Who hired you?

12 A. I believe the band did.

13 Q. And did you have a personal relationship
14 with any of the band members?

15 A. Yes.

16 Q. Okay. Which one?

17 A. All of them.

18 Q. So they hired you in approximately 1985 to
19 take these photographs?

20 A. Correct.

21 Q. Or take this photograph, I should say, to
22 be more specific?

23 A. Correct.

24 Q. As you sit here today, can you identify any
25 revenue that you generated from licensing this

Confidential

Michael Grecco Productions, Inc. vs.
TikTok, Inc.

Michael Grecco

1 photograph?

2 A. Not without looking at the licensing
3 records.

4 Q. All right. Did you have a written
5 agreement with 'Til Tuesday?

6 A. I do not believe we do.

7 Q. And by -- by "written agreement," would you
8 have had any invoices that reflected that they were
9 hiring you to take this photo?

10 A. I do not believe in 1985 that there was a
11 written invoice for this -- for this group of
12 photographs, this assignment.

13 Q. Okay. Do you recall if you were paid for
14 this photo shoot?

15 A. Yes.

16 Q. Do you recall how much you were paid for
17 it?

18 A. I believe it was \$2,500 at the time. Fee
19 only, license only. Not expenses.

20 Q. Okay. When you say "fee only," you mean
21 creative fee?

22 A. Yeah. What we would really consider the
23 license, yes.

24 Q. All right. Let's move on to the --

25 A. Creative fee is a -- is a marketing term

Confidential

Michael Grecco Productions, Inc. vs.
TikTok, Inc.

Michael Grecco

1 A. I don't think there's been more than one
2 conversation, but I only recall one conversation.

3 Q. Okay. And approximately how long ago was
4 that?

5 A. A few weeks ago.

6 Q. Okay. With respect to this seventh
7 photograph, you said you were retained by Wired
8 Magazine; correct?

9 A. Correct.

10 Q. Other than the fee that was generated by
11 the photo shoot for Wired Magazine, as you sit here
12 today, can you testify as to whether you or your
13 company have generated any additional revenue with
14 respect to the seventh photograph?

15 A. Yes.

16 Q. Okay. How much revenue have you generated
17 from that photograph?

18 A. I'm not going to answer that without
19 looking at the records.

20 Q. Okay. But you're aware that there are
21 records internally kept by the company with respect
22 to revenue generation with respect to this seventh
23 photograph?

24 A. We retain all licensing agreements, and
25 there's been no specific policy to delete or destroy

Confidential

Michael Grecco Productions, Inc. vs.
TikTok, Inc.

Michael Grecco

1 these. So yeah, I mean, I can make an educated
2 guess that these documents are kept, and we have
3 them.

4 Q. All right. Let's move on. The eighth
5 photograph. Again, this is a photograph of Xena
6 princess warrior; correct?

7 A. That's correct.

8 Q. Now, was this photograph, the eighth
9 photograph that's in your Second Amended Complaint,
10 was this part of the same Xena shoot that we've
11 already talked about?

12 A. It was.

13 Q. As you sit here today, can you testify as
14 to the amount of revenue, if any, you or your
15 company have generated by licensing this eighth
16 photograph?

17 A. I cannot.

18 Q. Okay. But to the extent you have such
19 records, you'll produce them?

20 A. Asked and answered. It's going to be the
21 same for every image, sir.

22 Q. Okay.

23 A. If we have records that you have not been
24 sent, we are willing to produce them for you.

25 Q. I understand, and I appreciate that. You

Confidential

Michael Grecco Productions, Inc. vs.
TikTok, Inc.

Michael Grecco

1 BY MR. KEYES:

2 Q. Other than the fee that you just mentioned
3 with respect to the 11th photograph, as you sit here
4 today, can you approximate how much other revenue
5 you've generated from licensing this 11th
6 photograph?

7 A. I cannot.

8 Q. Okay. Do you know if --

9 THE REPORTER: Can we take a --

10 MR. KEYES: Do you want to take a break?

11 THE REPORTER: Whenever it's a good time.

12 MR. KEYES: Sure. Now is fine.

13 THE VIDEOGRAPHER: Time is 11:25 a.m. We
14 are off the record.

15 (Recess taken from 11:25 a.m. to
16 11:40 a.m.)

17 THE VIDEOGRAPHER: Time is 11:40 a.m.
18 We're back on the record.

19 BY MR. KEYES:

20 Q. Mr. Grecco, right before the break we were
21 discussing the 11th photograph set forth in
22 Exhibit 5 to your deposition today.

23 A. Okay.

24 Q. You mentioned a little bit earlier about
25 Iconic licensing as your licensing agent for your

Confidential

Michael Grecco Productions, Inc. vs.
TikTok, Inc.

Michael Grecco

1 A. No.

2 Q. Who commissioned you to take this
3 photograph?

4 A. Fox Broadcasting.

5 Q. Fox Broadcasting. Okay. And Fox
6 Broadcasting commissioned you in 1998 to take this
7 picture of Ms. Anderson?

8 A. I believe that that's a mistake. I believe
9 it's 1993.

10 Q. Okay.

11 A. I think the 1 is missing from the title.
12 It looks like it was cut and paste, and the 1 was
13 dropped.

14 Q. I'm sorry. Can you refer to me where
15 you're speaking specifically?

16 A. Yeah. Each one of our photographs has the
17 creation date at the beginning of the name. So if
18 you look at 9930625, it's actually 19930625, which
19 would be June 25th of 1993.

20 Q. Understood.

21 A. Looks like when it was cut-and-paste they
22 dropped the number 1.

23 Q. And in that same title that you're
24 referencing, do you see the 0006 at the end?

25 A. Correct.

Confidential

Michael Grecco Productions, Inc. vs.
TikTok, Inc.

Michael Grecco

1 went up, so . . .

2 Q. Okay. As you sit here today, you don't
3 know without looking at your records as to whether
4 you generated any additional revenue with respect to
5 the licensing of this 12th photograph; right?

6 A. I could say that there has been revenue.

7 What -- how much revenue I could not say.

8 Q. Okay. And when you say there has been
9 revenue, can you provide an approximation as to how
10 much revenue?

11 A. No.

12 Q. All right. 13th photograph. Do you see
13 where I am, paragraph 36 --

14 A. Yep.

15 Q. -- of Exhibit 5 --

16 A. Yep.

17 Q. -- to your deposition?

18 A. Yes.

19 Q. It's an image of Johnny Depp; right?

20 A. Yeah.

21 Q. Sir, who hired you to take this image of
22 Mr. Depp?

23 A. Movieline magazine.

24 Q. Okay. Was there a written agreement with
25 Movieline magazine?

Confidential

Michael Grecco Productions, Inc. vs.
TikTok, Inc.

Michael Grecco

1 A. Only the invoice I provided them.

2 Q. Do you remember how much you charged
3 Movieline magazine for this photo shoot?

4 A. Movieline magazine. And no.

5 Q. That's what I said. Magazine. Did I --
6 did I get that --

7 A. I heard something else, but that's fine.

8 Q. Okay. Just for clarification, Movie-,
9 M-o-v-i-e-, -line, -l-i-n-e?

10 A. Correct. One word.

11 Q. Okay. Thank you.

12 So it says, "In 2008, plaintiff created
13 this photograph."

14 Do you see that?

15 A. Yes.

16 Q. Is that a mistake as well?

17 A. I believe it is. I believe that's the
18 copyright registration date and not the creation
19 date.

20 Q. Okay.

21 A. The creation dates are all in the image
22 title.

23 Q. Right. So if I understand from your prior
24 testimony, this picture of Johnny Depp was taken --
25 would it be in 1994?

Confidential

Michael Grecco Productions, Inc. vs.
TikTok, Inc.

Michael Grecco

1 A. That's correct.

2 Q. All right. Do you recall the circumstances
3 related to this particular photo shoot of Mr. Depp?

4 A. Yes.

5 Q. Was it on set somewhere?

6 A. It was in a studio that I rented.

7 Q. Okay. Got it. And again, I apologize.

8 Maybe I did ask this.

9 Do you recall what the fee was that you
10 charged Movieline magazine for this?

11 A. I do not.

12 Q. All right. It was in the 1994 time frame.

13 So would it be fair to say that it was probably
14 similar to the fee that you charged Fox Broadcasting
15 for the Gillian Anderson photograph?

16 A. No.

17 Q. It would not be fair to state that?

18 A. Correct.

19 Q. Why not?

20 A. Because it was editorial, and the rates are
21 not the same.

22 Q. Got it. What do you mean by "editorial"?

23 A. Not a commercial shoot. Not an advertising
24 shoot. It was being used for the cover of a
25 magazine.

Michael Grecco

Confidential

Michael Grecco Productions, Inc. vs.
TikTok, Inc.

1 Q. And why is that a significant distinction
2 for you, if it is?

3 A. It's not a significant distinction for me.
4 It's a significant distinction for the people who
5 pay licenses.

6 Q. Right. Because one is -- one is larger
7 than the other typically; right?

8 A. But you -- yes. Because on the -- for the
9 advertising use, they're buying -- spending a lot of
10 money buying ad space, and that's calculated into
11 the license.

12 Q. All right. Let's go to the 14th
13 photograph, please. So this is a picture that you
14 took of Michael Jackson; right?

15 A. Correct.

16 Q. The allegation is that it was taken in
17 2008; right?

18 A. I believe that's the registration time
19 period, but it was actually shot in 1989.

20 Q. Right. And you know that because you're
21 looking at the naming convention on the title here;
22 right?

23 A. Correct.

24 Q. Got it. So if we went back through and
25 looked at all the other photographs and compared the

Confidential

Michael Grecco Productions, Inc. vs.
TikTok, Inc.

Michael Grecco

1 alleged date of creation with the actual date of
2 creation, would we -- would we see other
3 discrepancies as well?

4 A. I'm not sure. I missed it at the time,
5 so . . .

6 Q. Okay. Got it. Who commissioned you to
7 create this -- to take this photo of Mr. Jackson?

8 A. I believe it was -- I remember almost every
9 shoot, but I believe this was USA Today, the
10 newspaper.

11 Q. And it would have been back in
12 approximately 1989?

13 A. Correct.

14 Q. And did you have a written agreement with
15 USA Today with respect to Mr. Jackson's photograph?

16 A. Only the license I provided in the invoice.

17 Q. Only the license you provided USA Today?

18 A. In the invoice. There's a license in all
19 my invoices.

20 Q. Okay. So is it --

21 A. It's usage terms.

22 Q. Okay. We're going to look at some of -- a
23 few that have been produced to us in this case.
24 We've typically seen an invoice that has certain
25 line item charges. And then either on the back page

Confidential

Michael Grecco Productions, Inc. vs.
TikTok, Inc.

Michael Grecco

1 documents to see if they actually licensed this
2 specific photograph.

3 Q. All right. Got it. Let's move on the 16th
4 photograph.

5 This is a photograph you took of
6 Morgan Freeman; right?

7 A. Yes.

8 Q. Where was this photograph taken?

9 A. I believe on the Fox lot.

10 Q. So was it Fox broadcasting that
11 commissioned you to take this photograph of
12 Mr. Freeman?

13 A. No.

14 Q. Who was it?

15 A. I believe it was one of Bloomberg's
16 magazines.

17 Q. Do you recall how much you charged
18 Bloomberg magazines for the licensing of this
19 photograph of Mr. Freeman?

20 A. I do not.

21 Q. Let's look at the 17th photograph. This is
22 the British rock band -- is it Siouxsie and the
23 Banshees?

24 A. Yes. They would be considered a new wave
25 band.

Confidential

Michael Grecco Productions, Inc. vs.
TikTok, Inc.

Michael Grecco

1 Q. Okay. So you created or took this photo
2 back in 1980.

3 Did you take it over somewhere in the U.K.?

4 A. No.

5 Q. Who commissioned you to take this
6 photograph?

7 A. Boston Rock magazine.

8 Q. As you sit here today, do you recall
9 approximately what the licensing fee was that you
10 charged Boston Rock?

11 A. I do not remember, and I don't believe
12 there were licensing records that go back that far.

13 Q. Okay. Yeah, that's fair, because you said
14 you've retained licensing records back to 1989;
15 right?

16 A. Yes.

17 Q. Okay. Let's move on to the 18th
18 photograph.

19 Who hired you to take this photograph?

20 A. This is Jet Li?

21 Q. Okay.

22 A. 18?

23 Q. 18, yes, sir.

24 A. Okay. Photographs of Jet Li; correct?

25 Q. Correct.

Confidential

Michael Grecco Productions, Inc. vs.
TikTok, Inc.

Michael Grecco

1 A. Okay.

2 Q. Paragraph 46 of your second amended
3 complaint.

4 A. Okay.

5 Q. Who commissioned you to take this
6 photograph?

7 A. A special edition of People magazine.

8 Q. Okay. So this is another example where
9 it's incorrectly stated here that you took this
10 photograph in 1980; right?

11 A. Correct.

12 Q. You actually took this photograph in 1998;
13 right?

14 A. Correct.

15 Q. Okay. Do you recall how much you charged
16 Special Edition People Magazine for the licensing of
17 this work?

18 A. If I were to take an educated guess at the
19 time, the initial fee was probably \$750 back then.
20 And additional space rate, depending on how big it
21 was used or if multiple images were used, were paid
22 in addition to that.

23 Q. Okay. Again, this is one of the
24 photographs that, to the extent that you licensed
25 this image out to third parties, that there -- you

Confidential

Michael Grecco Productions, Inc. vs.
TikTok, Inc.

Michael Grecco

1 the date. That's when it was registered.

2 Q. Right, because you actually took this
3 photograph back in 1980; isn't that right?

4 A. That is correct.

5 Q. Okay. Who commissioned you to take this
6 22nd photograph?

7 A. Boston Rock magazine.

8 Q. Was this -- you previously testified as to
9 Boston Rock as a commissioning party with respect to
10 other works involved in this suit; right?

11 A. I don't understand your question.

12 Q. Well, the 17th photograph, the image of the
13 band the Siouxsie and the Banshees, remember that
14 one that we talked about?

15 A. Okay.

16 Q. You testified that Boston Rock magazine
17 commissioned you for that work too.

18 Do you remember that?

19 A. Yes, that is correct. Both of those --
20 both of these images were commissioned by Boston
21 Rock magazine.

22 Q. Okay. Was this part of the same photo
23 shoot, if you will?

24 A. No.

25 Q. Okay. But both commissioned in 1980?

Confidential

Michael Grecco Productions, Inc. vs.
TikTok, Inc.

Michael Grecco

1 A. Yes.

2 Q. With respect to the 22nd photograph here,
3 sir, do you recall how much the licensing fee was
4 that you charged Boston Rock magazine?

5 A. I do not. It was not a lot at the time.

6 Q. Right. I mean, given that this is back in
7 1980, do you know if you have any records that
8 reflect what the arrangement was with Boston Rock
9 magazine?

10 A. I have no records from that time.

11 Q. All right. Let's look at page 28, "II.
12 Defendant's Unlawful Activities."

13 Do you see where I am?

14 A. Yep.

15 Q. Please go to paragraph 60.

16 A. Okay.

17 Q. Now, paragraph 60 reads, "On multiple dates
18 after each photograph comprising the work was
19 registered, one or more of defendant's users caused
20 each photograph comprising the work to be
21 displayed/published on defendant's social media
22 app/website platform."

23 Do you see that?

24 A. I do.

25 Q. So you don't allege that TikTok actually

Confidential

Michael Grecco Productions, Inc. vs.
TikTok, Inc.

Michael Grecco

1 **caused one or more of your photographs to be**
2 **published; right?**

3 A. I do not.

4 Q. And you don't have any facts to suggest
5 **that TikTok encouraged any of its users to post any**
6 **of your photographs, do you?**

7 A. No. I just know that TikTok didn't take it
8 down when it was brought to their attention, and 14
9 out of the 22 are still up, you know. You know, and
10 to me that's willful infringement.

11 So no one's accusing TikTok of direct
12 infringement. Just we're accusing TikTok of not
13 following the law.

14 Q. Paragraph 61 refers to Exhibit N.

15 Do you see that?

16 A. Yes.

17 Q. And you represent here it's a true and
18 correct copy of screenshots from TikTok's website.

19 Do you see that?

20 A. Yes.

21 Q. Who took those screen captures or
22 screenshots, as you call them?

23 A. One of our staff members. One of our -- I
24 shouldn't say "staff members." I've used the wrong
25 word. One of our foreign workers.

Confidential

Michael Grecco Productions, Inc. vs.
TikTok, Inc.

Michael Grecco

1 BY MR. KEYES:

2 Q. I'll just ask you to answer my question,
3 sir. So can you cite for me a single advertisement
4 that appeared on the TikTok platform where one of
5 your photographs at issue in this suit appeared?

6 A. That's not what that paragraph says, my
7 friend. That's not what it says.

8 Q. I'm asking a different question, sir.

9 A. Okay.

10 Q. Do you --

11 A. So no, I -- no, it -- it -- none of my
12 images have been used in an ad on TikTok. Otherwise
13 we'd be suing the commercial entity that put up the
14 ad.

15 Q. Okay.

16 A. In addition to TikTok not taking it down.

17 Q. Okay.

18 A. But again, that's not what that
19 paragraph -- what that sentence says.

20 Q. So when you say defendant -- we've already
21 established and you've already admitted that none of
22 your photographs appeared in any advertisements that
23 appeared on TikTok, but you still claim that there
24 was a direct financial benefit.

25 What was the amount of the financial

Confidential

Michael Grecco Productions, Inc. vs.
TikTok, Inc.

Michael Grecco

1 **this alleged damage?**

2 A. No. I mean, but every time my work gets
3 posted and reposted on your client's platform, it
4 cancels our ability to license work exclusively in
5 territories and channels when it's publicly
6 available on a social media platform. So it's --
7 you're undermining my ability to get the best rates
8 and the best licensing fees for my work.

9 **Q. Okay. Well, let's talk about that. So**
10 **you're saying that as a result of these images**
11 **appearing on TikTok.**

12 **Have you been deprived licensing revenue**
13 **from third parties?**

14 A. Well, I wouldn't know that obviously
15 because, if they've seen it elsewhere, they would
16 steal it rather than come license it. And they're
17 not coming to us to license it exclusively if
18 they've seen it on the TikTok platform.

19 **Q. And how do you know that?**

20 A. Because I've been in the business for
21 almost 50 years.

22 **Q. Has anybody told you, sir, that they're not**
23 **going to license any of the photographs that are at**
24 **issue in this case because they saw them on TikTok?**

25 A. No, but why would someone come to me and

Confidential

Michael Grecco Productions, Inc. vs.
TikTok, Inc.

Michael Grecco

1 A. No. I just told you. You're
2 misrepresenting my testimony. You asked me when I
3 answered "50" how many times I had been deposed.

4 You have never asked me how many complaints
5 I've filed, you've never answered -- asked me how
6 many cases, and that doesn't reflect my statement.
7 You're, again, manipulating my testimony, and it's
8 not acceptable.

9 **Q. Sir, how many complaints for copyright
10 infringement have you and your companies filed?**

11 A. Which companies, sir? On my behalf?

12 **Q. Yes.**

13 A. For our clients, for Titan, my wife? What
14 are you referring to?

15 **Q. Do you file lawsuits for Titan?**

16 A. The firms we hire do. The firms we use do.

17 **Q. I'm not asking about third parties and if
18 they'd use the same law firm. I want to know if
19 Michael Grecco -- how many federal complaints for
20 copyright infringement has Michael Grecco
21 Productions, Inc. or you personally, sir, filed.**

22 **How many?**

23 A. I would have to look at the records. It's
24 over 100.

25 **Q. Okay. So you took great umbrage that I**

Confidential

Michael Grecco Productions, Inc. vs.
TikTok, Inc.

Michael Grecco

1 if the theater has ads all around the theater and
2 you have to walk into the theater, it -- the --
3 there's a benefit to be derived by putting content
4 in that theater or on that platform where there's
5 other advertising available. So it's commercial.

6 BY MR. KEYES:

7 Q. Okay. I think you mentioned -- and again,
8 I'm not putting words in your mouth. I just want to
9 understand that I understood your testimony
10 correctly, sir.

11 A. Okay.

[REDACTED]

23 Q. So when you say you can only go on what the
24 Internet is saying, do you believe everything that
25 you read on the Internet? Okay.

Confidential

Michael Grecco Productions, Inc. vs.
TikTok, Inc.

Michael Grecco

1 MR. KEYES: I think now is a good time for
2 a break. Why don't we --

3 THE WITNESS: I'm willing -- I want to
4 finish up, so I'm willing to keep going if you can.

5 THE REPORTER: I would like a break.

6 MR. KEYES: I'm happy to keep going, but
7 let's take a break.

8 We're off the record.

9 THE VIDEOGRAPHER: The time is 2:20 p.m.
10 We are off the record.

11 (Recess taken from 2:20 p.m. to 2:34 p.m.)

12 THE VIDEOGRAPHER: Time is 2:34 p.m. We
13 are back on the record.

14 BY MR. KEYES:

15 Q. I want to go back to discuss your copyright
16 litigation history.

17 Of all of the copyright litigation cases
18 you've filed, Mr. Grecco, have any of them proceeded
19 to trial?

20 A. Define "proceeded to trial." They were
21 filed. They all proceeded to trial to one extent to
22 another.

23 Did they go to an actual trial, you're
24 asking me?

25 Q. Yes. That's what that means.

Confidential

Michael Grecco Productions, Inc. vs.
TikTok, Inc.

Michael Grecco

1 A. Well, it doesn't because, if you file
2 and -- it's proceeding to trial. No, none of them
3 have been tried.

4 Q. Okay.

5 A. Usually when I get deposed, people want to
6 settle.

7 Q. Have any of those various copyright cases
8 that you've filed, do you know if they've been
9 resolved at the summary judgment stage of the case?

10 A. I don't believe so. I don't believe we've
11 lost a summary judgment. We've lost summary
12 judgments and won on appeal both in the Second and
13 the Ninth.

14 Q. Have any of your copyright cases ended up
15 in you obtaining a default judgment?

16 A. Yes.

17 Q. Do you know approximately how many?

18 A. A dozen.

19 Q. So is it fair to say that you've never
20 tried a case, there's been a few summary judgments,
21 a dozen default judgments.

22 The rest of your cases get resolved through
23 settlement?

24 MR. ALEJANDRINO: Object to form.

25 THE WITNESS: That would be fair to say,

Confidential

Michael Grecco Productions, Inc. vs.
TikTok, Inc.

Michael Grecco

1 yes.

2 BY MR. KEYES:

3 Q. The cases that have been resolved by
4 default judgment, do those also involve an instance
5 where you receive some sort of monetary judgment
6 from the court?

7 A. Yes.

8 Q. And have your entire settlements, to your
9 knowledge, always involved the exchange of money for
10 a settlement?

11 (Crosstalk.)

12 THE WITNESS: Yes. Yeah. I mean, there
13 are cases where someone proves they're indigent and
14 -- by showing us our tax records and bank statements
15 and that they owe the IRS money and da da da da,
16 and we usually close those cases.

17 THE REPORTER: And I'm sorry, Mr. --

18 BY MR. KEYES:

19 Q. How much money --

20 THE REPORTER: I'm sorry, Mr. Alejandrino.
21 I didn't get your objection if you made one.

22 MR. ALEJANDRINO: Object to form.

23 THE REPORTER: Thank you.

24 BY MR. KEYES:

25 Q. How much money have you made over the years

Confidential

Michael Grecco Productions, Inc. vs.
TikTok, Inc.

Michael Grecco

1 **through copyright litigation?**

2 A. I would have to look at my documents.

3 Q. **Would it be more than a million dollars?**

4 A. Yes.

5 Q. **Would it be more than \$5 million?**

6 A. Yes.

7 Q. **Would it be more than \$10 million?**

8 A. No.

9 Q. **So you've generated somewhere between 5**
10 **million and \$10 million through your litigation**
11 **history?**

12 A. I said that it would be close to or around
13 5 million so that would be a more accurate number.

14 Q. **Yeah, but somewhere between 5 and 10**
15 **million then?**

16 A. I didn't say that.

17 MR. ALEJANDRINO: I'm going to object to
18 form.

19 BY MR. KEYES:

20 Q. **Do all your law firms work on a**
21 **contingency-fee basis?**

22 A. All the -- all our copyright law firms,
23 yes.

24 MR. KEYES: I'd like to you pull up
25 Exhibit 20, please.

Confidential

Michael Grecco Productions, Inc. vs.
TikTok, Inc.

Michael Grecco

1 **Q. Do you know who -- let's take that first**
2 **one on row 3, "Pixsy EW."**

3 **What's Pixsy EW?**

4 A. Well, Pixsy would be one of our search
5 sources, and EW would be the initials of my wife.

6 **Q. Okay. So does this signify row 3, column Y**
7 **that your wife used Pixsy to find the allegedly**
8 **infringing content?**

9 A. I believe so, yes. But again, I'm just
10 making -- I'm just making an educated guess, so yes.

11 **Q. If you look at row 4, column Y. It says**
12 **"IR EW." What does "IR" stand for?**

13 A. Infringement report.

14 **Q. And what is that infringement report?**

15 A. It's one of the search services that we --
16 you asked me about early in the deposition.

17 **Q. Okay. Go down to column 6, "Torina."**

18 **That's your admin; right?**

19 A. Correct. She gets paid commission on stuff
20 she finds, so the girls -- the ladies must be
21 keeping a record of who found what and when.

22 **Q. What's Torina's commission? What's her**
23 **fee?**

24 A. She gets 5 percent of the net of what we
25 receive. Or I should say the gross, which is our

Confidential

Michael Grecco Productions, Inc. vs.
TikTok, Inc.

Michael Grecco

1 net. The gross received by the company.

2 Q. So when you testified earlier that nobody
3 other than your law firm has a financial stake in
4 the outcome of this matter, that was incorrect,
5 wasn't it?

6 MR. ALEJANDRINO: Object to form.

7 THE WITNESS: I don't think I -- I don't
8 think I testified to that. No one has a -- this is
9 a commission that I agree to pay a subcontractor for
10 work she's done.

11 BY MR. KEYES:

12 Q. Yeah, but she only gets paid --

13 A. You could say my wife has a stake in it
14 too, but it's the company's case, and --

15 Q. But Torina only gets paid for her efforts
16 in finding these alleged infringements if you
17 ultimately get paid in the case; right?

18 A. That's true.

19 Q. All right. And so is it your position that
20 she doesn't have a financial stake in the outcome of
21 this litigation?

22 A. Looking at this report and seeing that
23 she's found some of these, which I wasn't aware of
24 earlier, no, that's not my testimony. It looks like
25 she found some of these herself.

Confidential

Michael Grecco Productions, Inc. vs.
TikTok, Inc.

Michael Grecco

1 **Q. In fact, she does have a financial interest**
2 **in the outcome of this case, doesn't she?**

3 A. Yes, she does.

4 Well, let me -- if what I'm assuming in
5 column Y is correct, the answer is yes. If it's not
6 correct, the answer is no. I don't know. I'm just
7 looking at a column. I would have to ask Torina or
8 Elizabeth what the column Y is.

9 **Q. Row 12, so we're still on column Y here.**

10 A. Okay.

11 **Q. "PlagHunter." What's PlagHunter?**

12 A. PlagueHunter is one of the search service
13 that I disclosed to you at the beginning of the
14 deposition at 9:30 this morning when you asked.

15 **Q. Thank you. But you didn't call it**
16 **PlagHunter, did you?**

17 A. "PlagueHunter." I don't type these and
18 spell it like that.

19 **Q. Okay. I -- I'm just trying to be precise,**
20 **sir.**

21 A. I know, but I didn't spell that. Like,
22 that's a typo from someone.

23 **Q. Okay. Let's look at column AB. AB, this**
24 **column is Manager of the Case.**

25 **Do you see that?**

Confidential

Michael Grecco Productions, Inc. vs.
TikTok, Inc.

Michael Grecco

1 who captured these screenshots in Exhibit 21?

2 A. One of our workers. You would have to ask
3 Ms. Waterman.

4 Q. Okay. Now, this very first one on the very
5 first page of Exhibit 21, there is a video posted by
6 bellamy227.

7 Do you see that?

8 A. I do.

9 Q. And it appears that it was posted on 10/30,
10 October 30th of 2022?

11 Do you see that?

12 A. I do.

13 Q. And the Xena image shown here on this
14 screen capture, that's one of your images; right?

15 A. It is.

16 Q. It's actually the first photograph, isn't
17 it?

18 A. It is.

19 Q. Did you personally review this video before
20 sending a takedown notice?

21 A. They send me all the cases to approve.

22 Routinely if it's a social media use and there's no
23 attribution to me and no hotlink to me -- and I
24 don't have a TikTok account so you couldn't hotlink
25 to me.

Confidential

Michael Grecco Productions, Inc. vs.
TikTok, Inc.

Michael Grecco

1 But if it was Instagram and you hotlinked
2 to me and, you know, you put my handle there, we
3 wouldn't be sending a takedown notice. We would
4 consider that publicity and marketing.

5 For TikTok, since I don't have an account,
6 they -- it's just automated that, if there's no
7 license, that they send a takedown notice.

8 **Q. So my question was, did you view -- you
9 personally, Mr. Grecco, did you view this video --**

10 A. Well, I answered you in a bit of a more
11 informative way. No, because I don't have a TikTok
12 account, and they don't have the ability to tag me
13 or promote my own channel, so they have carte
14 blanche to send take down notices.

15 **Q. Okay. So is it fair to say that, with
16 respect to all of the videos, the alleged infringing
17 videos involved in this suit, that you did not
18 review them before your company issued takedown
19 notices?**

20 A. I --

21 MR. ALEJANDRINO: Object to form.

22 THE WITNESS: I think I -- I think I looked
23 at some of them and was sort of flabbergasted at how
24 much stuff was on TikTok that was mine without a
25 license.

Confidential

Michael Grecco Productions, Inc. vs.
TikTok, Inc.

Michael Grecco

1 So I believe I looked at it. I did not
2 look at every one, and I did not approve every one.

3 BY MR. KEYES:

4 **Q. Okay. But with respect to this very first**
5 **video that involves your first photograph, did you**
6 **look at this one before you --**

7 A. I don't -- I don't -- I don't recall which
8 ones I looked at and which ones I didn't.

9 **Q. Let me finish my question, please, sir, and**
10 **then I'll let you answer.**

11 **So do you know if you looked at this very**
12 **first video before your company issued a takedown**
13 **notice?**

14 A. I do not remember if I looked at this one
15 in particular.

16 **Q. Who made the determination that it was**
17 **infringing?**

18 A. Sans license and sans being tagged, it's
19 infringing so that's my rule. That's what I'm
20 willing to do.

21 So the team looks for a license. They look
22 to see if anyone's licensed it or if it was licensed
23 by, you know, Iconic or -- you know, what the dates
24 were, if it was potentially licensed by Getty. And
25 if it's not, they send a takedown notice.

Confidential

Michael Grecco Productions, Inc. vs.
TikTok, Inc.

Michael Grecco

1 **Q. Did your company consider the doctrine of**
2 **fair use before issuing the takedown notice with**
3 **respect to this first video?**

4 A. No. Tiktok's a commercial platform and
5 meets none of the four criteria of fair use. So
6 that's a BS defense that every infringer has no
7 defense uses and we hear every day. That's like --
8 we call it the FU defense for a reason.

9 **Q. So is it fair to say, then, sir, that**
10 **before your company issued any of the takedown**
11 **notices in this case, that you didn't consider**
12 **whether -- you didn't consider fair use?**

13 MR. ALEJANDRINO: Object to form.

14 THE WITNESS: I still don't consider fair
15 use. There's no fair use defense here on a
16 commercial platform.

17 BY MR. KEYES:

18 **Q. And are you aware of any case that stands**
19 **for that proposition?**

20 A. Yeah. We win -- we win fair use cases all
21 the time on summary judgment. Everyone uses the
22 fair use defense.

23 **Q. But you just made the definitive statement,**
24 **sir, that there's no such fair use on a commercial**
25 **platform like TikTok, and I'm asking if you're aware**

Confidential

Michael Grecco Productions, Inc. vs.
TikTok, Inc.

Michael Grecco

1 A. What's been shared 4 times?

2 Q. This video?

3 A. So what? I'm opting for statutory damages.

4 So what?

5 Q. Do you know how many followers bellamy227
6 has?

7 A. No, and nor do I care.

8 Q. As you sit here today, sir, you don't know
9 any of the 150 individuals who liked this particular
10 video, do you?

11 A. No, but the point is is that TikTok had an
12 obligation under the DMCA 512 to take these images
13 down in an expedient manner. 14 out of the 25 are
14 still up. That's more than half. That's not
15 expedient. Over 30 days is not expedient.

16 So if TikTok doesn't take them down, TikTok
17 is then responsible for the infringement.

18 MR. KEYES: Counsel, just as a courtesy, I
19 have a lot of questions for every single one of
20 these videos. And so if your client wants to go on
21 these diatribes, that's fine by me, but we're going
22 to be here until late in the evening.

23 So do with that information if you will
24 but --

25 THE WITNESS: We're not going to be here

Confidential

Michael Grecco Productions, Inc. vs.
TikTok, Inc.

Michael Grecco

1 questions about each video, sir.

2 A. Sure.

3 Q. The 150 likes from the users -- the 156
4 likes on this very first video, you don't know --
5 you don't know where those individuals are located,
6 do you?

7 A. No.

8 Q. And you don't know when they joined TikTok,
9 do you?

10 A. No.

11 Q. You have no facts to show that these 150
12 users were drawn to TikTok based on this video, do
13 you?

14 A. Well, they actually came to it. I mean,
15 they're here for a reason, and they liked the video.
16 It's all part and parcel of the package, no? No one
17 goes to TikTok for one video. They go to be
18 entertained. I'm part of the entertainment circus
19 that you provide.

20 Q. So I'm asking if you're aware of any facts
21 that 1- -- that these 150 users, if they join the
22 TikTok platform --

23 A. No.

24 Q. -- because they were -- wait. Wait, and
25 let me answer my question -- let me ask my question,

Confidential

Michael Grecco Productions, Inc. vs.
TikTok, Inc.

Michael Grecco

1 A. No. I don't see how that pertains to
2 anything in the world here.

3 **Q. You don't know why they joined TikTok, do**
4 **you?**

5 A. No.

6 **Q. Or when they joined TikTok for that matter?**

7 A. No. But again, they -- they joined for
8 whatever reason, but they come to get entertained,
9 and they're being entertained by my work that was
10 stolen and not taken down by TikTok.

11 TikTok has refused to take it down. I keep
12 telling you. Go to page 15 and -- go to page 15 and
13 see. That video is still up.

14 **Q. So you would agree with me that you have no**
15 **facts to show that any of these 6,000 users were**
16 **drawn to the TikTok platform because of this video**
17 **that appears on Exhibit 21; right?**

18 A. Well, I think that --

19 MR. ALEJANDRINO: Object to form.

20 THE WITNESS: No, I don't. But again, I
21 think that would be pertinent if we were asking for
22 actual damages.

23 We're not asking for actual damages. We're
24 asking for statutory damages, I believe. I'm going
25 to defer to my attorney on that, though.

Confidential

Michael Grecco Productions, Inc. vs.
TikTok, Inc.

Michael Grecco

1 Q. How many times has that happened?

2 A. Well, once for two images for \$300,000 plus
3 legal fees.

4 Q. And that was a statutory damage award
5 awarded by a court of law?

6 A. Yeah.

7 Q. Okay. What case was that?

8 A. Grecco Productions vs. Michael Sapp.

9 S-a-p-p for Susan's benefit.

10 Q. Other than that one case, have you received
11 a statutory damage award of \$150,000?

12 A. No. But we've certainly received statutory
13 damage awards of 80-, of 60-, of large amounts.

14 Q. As you sit here today, sir, you have no
15 facts showing that the user that posted this video,
16 filmed the video that is shown here reflected on
17 page 4 of the PDF, that this individual generated
18 any revenue as a result of using your photograph, do
19 you?

20 MR. ALEJANDRINO: Object to form.

21 THE WITNESS: Yeah, but that's why God
22 created statutory damages; right?

23 BY MR. KEYES:

24 Q. I thought Congress created them.

25 A. I'm being -- trying to have a little sense

Confidential

Michael Grecco Productions, Inc. vs.
TikTok, Inc.

Michael Grecco

1 A. Well, that would be a viral video; right?

2 That it was taken and reposted, that's what makes it
3 viral?

4 Q. Well, I guess viral is in the eye of the
5 beholder, but I think most people think a viral
6 video is one that really takes off and has a
7 tremendous amount of likes and shares and recommends
8 and posts and all --

9 A. And reposting is my point. That's what I
10 was referring to.

11 Q. Okay.

12 A. When it gets reposted.

13 Q. With respect to the 11 people that liked
14 this video, you don't know who they are, do you?

15 A. No.

16 Q. You don't know when they joined TikTok?

17 A. No.

18 Q. You don't know why they joined?

19 A. No, nor do I care.

20 Q. You have no facts to suggest that they were
21 drawn to Tiktok so that they could view your video;
22 right?

23 A. No idea. Again, I think we should -- I
24 think we should name -- we should amend the
25 complaint and name all of your users.

Confidential

Michael Grecco Productions, Inc. vs.
TikTok, Inc.

Michael Grecco

1 anecdotal whether it was this specific video or not.
2 But to be entertained by videos like this and for
3 your client to make money off that traffic.

4 **Q. But you haven't spoken with any of these
5 individuals, have you?**

6 A. The answer to that is still no, and I know
7 none of them specifically.

8 **Q. Right. So you don't know specifically why
9 any of these individuals joined TikTok?**

10 A. Well, they came to look at TikTok videos.
11 I can tell you that from -- from anecdotal, you
12 know, logical information. They're on TikTok to be
13 on TikTok to look at what TikTok -- what content
14 TikTok has to offer.

15 **Q. You're not aware of any facts that show any
16 of these individuals were drawn to join TikTok
17 because of this En Vogue video, are you?**

18 A. I didn't say that. I said they're there to
19 go to TikTok to look at the videos, and my video is
20 one of those videos.

21 **Q. I know. I just asked you the question. I
22 didn't say you said that.**

23 A. No.

24 **Q. So again, sir, you can answer my question
25 so we have a clear record.**

Confidential

Michael Grecco Productions, Inc. vs.
TikTok, Inc.

Michael Grecco

1 A. No. I said -- I said it. No, no.

2 Q. Mr. Grecco, please let me finish my
3 question, sir.

4 As you sit here today, you have no facts to
5 suggest that any of the users that liked, shared,
6 comment or saved this En Vogue video came to TikTok
7 and were drawn to the platform because of this
8 video, do you?

9 A. No.

10 Q. Thank you. Let's go to GRECCO_000436.

11 That's going to be, I think on page -- Mr. Grecco, I
12 believe it's going to be page 37 of the PDF.

13 A. All right.

14 Q. You recognize this, don't you?

15 A. Yep.

16 Q. This is -- hold on. My video -- my image
17 isn't loading now. Bear with me. This one
18 specifically was posted by weloverealmovies; right?

19 A. Okay.

20 Q. It's a 49-second video, isn't it?

21 A. Yes.

22 Q. How long is your image shown in the video?

23 A. Well, you're showing me a screenshot so I
24 would have to go to the video in the link that you
25 provided. And it's shown for 2 seconds and it's --

Michael Grecco

Confidential

Michael Grecco Productions, Inc. vs.
TikTok, Inc.

1 Q. No idea why they joined TikTok?

2 A. Correct.

3 Q. And you are not aware of any facts that
4 show any of these individuals were drawn to TikTok
5 because of this video; right?

6 A. Correct, yes.

7 Q. So it sounds like -- we've gone through a
8 number of these, Mr. Grecco, and it sounds like the
9 answer is going to be the same with respect to each
10 one of these videos; is that right?

11 A. Yes.

12 Q. Okay. So what I'd like to do, you know, to
13 be respectful of your time because we still have
14 quite a bit of material to get through today, I'd
15 like to just ask a series of questions so that we
16 can make it real clear for the record, okay?

17 A. Okay.

18 Q. And if you can, if you're able to answer,
19 you know, in one-word answers, not to put -- not to
20 put words in your mouth -- this will go really fast.

21 A. Okay.

22 Q. Okay. Mr. Grecco, I'm asking you
23 specifically with respect to Exhibit 21 this series
24 of questions, okay?

25 A. Okay.

Michael Grecco

Confidential

Michael Grecco Productions, Inc. vs.
TikTok, Inc.

1 Q. With respect to all of the videos in
2 Exhibit 21, I'm speaking specifically with respect
3 to the users that saved any of videos, you have no
4 idea who any of those individuals are; right?

5 A. That is correct.

6 Q. And with respect to all of these
7 individuals that have either liked, commented,
8 shared, or saved any of the videos, you have no idea
9 when they joined TikTok?

10 A. That is correct.

11 Q. And you have no idea why they joined
12 TikTok; right?

13 A. That is correct.

14 Q. And you're not aware, again, with respect
15 to all of these individuals that either liked,
16 commented, shared, or saved any of the videos
17 reflected in Exhibit 21, you have no facts to
18 suggest that they were drawn to TikTok because of
19 these videos; right?

20 A. That is correct.

21 MR. KEYES: Okay. Can you please go to
22 Exhibit 22.

23 (Exhibit 22, Takedown Notices,
24 GRECCO_000534-GRECCO_000600, marked for
25 identification.)

Confidential

Michael Grecco Productions, Inc. vs.
TikTok, Inc.

Michael Grecco

1 So I believe these are the 27 that are the
2 in the complaint, but there are multiple sightings
3 of some of the same images, and I don't think these
4 contain all of the -- I don't think these contain
5 all of the takedown notices for the images that were
6 infringed on -- the same images that were infringed
7 multiple times.

8 Does that make sense now?

9 One.

10 BY MR. KEYES:

11 Q. I'm not sure that it does, but let me get
12 at this a slightly different way.

13 These are all DMCA takedown notices that
14 were sent -- that you authorized to be sent to
15 your -- to TikTok by your company; right?

16 A. Yes.

17 Q. All right. Did the same individual draft
18 all of these DMCA notices?

19 A. I don't know.

20 Q. Okay. Do you know who drafted these DMCA
21 notices?

22 A. I don't know.

23 Q. Did you review these DMCA notices before
24 they were submitted to TikTok?

25 A. I did not.

Confidential

Michael Grecco Productions, Inc. vs.
TikTok, Inc.

Michael Grecco

1 Q. Do you know if Ms. Waterman reviewed these
2 DMCA notices before they were submitted to TikTok?

3 A. I don't believe that anyone reviewed it.
4 It's a form. The information gets plugged into it.
5 And the person sending them has authority to send
6 them.

7 Q. Okay. Well, you see this very first one,
8 sir, there's a couple of attachments, for example?

9 A. Right.

10 Q. So those attachments would have been
11 attached by someone; right?

12 A. Oh. I'm not saying a human being didn't
13 send this on my behalf. I'm just saying I didn't
14 write it, and I didn't review each one before it was
15 sent.

16 Q. Okay. You're aware that, under the DMCA,
17 there's certain criteria that need to be satisfied
18 in order for a DMCA notice to be valid; right?

19 A. I am.

20 Q. So somebody would have authored all of
21 these DMCA notices and included the relevant
22 information required by statute; right?

23 A. We had a law firm do the initial one, and
24 then we have an offshore worker who does -- who
25 plugs in the information and sends them out and

Confidential

Michael Grecco Productions, Inc. vs.
TikTok, Inc.

Michael Grecco

1 carbon copies me.

2 And I get a copy of it, and it gets filed
3 into a DMCA folder that I keep in my email.

4 Q. Okay. So back to my question in terms of
5 who prepared these DMCA notices in this case, you
6 don't know?

7 A. I don't know.

8 Q. Would Ms. Waterman know?

9 A. She would.

10 Q. Okay. With respect to each and every one
11 of these DMCA notices in Exhibit 22, do you believe
12 that the -- the claims or the allegations were
13 made -- at the time they were made, were they true
14 and accurate?

15 A. Yes.

16 Q. And you stand by them; right?

17 A. I do.

18 Q. And it's your position that the allegations
19 of infringement in these DMCA notices were true and
20 accurate even though you did not consider fair use
21 before sending these DMCA notices; right?

22 MR. ALEJANDRINO: Object. Object to form.

23 THE WITNESS: Correct. I still don't
24 consider fair use; correct.

25 MR. KEYES: Can we go to Exhibit 23,

Confidential

Michael Grecco Productions, Inc. vs.
TikTok, Inc.

Michael Grecco

1 licensing photographs on mgpstockphotos.com?

2 A. It depends on the year. I mean, anywhere
3 between -- I mean, we're working on a deal with a
4 condominium complex in Miami which is going to be
5 worth \$150,000. But anywhere, you know, 20,000,
6 30,000 in licensing.

7 Q. So let's just take the most recent year,
8 the complete year.

9 Are you on a -- in terms of how you run
10 your operation, are you on a calendar year?

11 A. Cash basis calendar year, yes.

12 Q. So for the calendar year 2024, how much
13 licensing revenue did you generate through
14 mgpstockphotos.com approximately?

15 A. I don't know. People -- people reach out
16 to us to license. I don't necessarily know. If
17 they've seen the picture there, they've seen it on
18 my website, they saw it on the Days of Punk website.
19 I'm not sure. There's -- we don't keep records of
20 who has found it on PhotoShelter.

21 Q. Okay. Fair enough. But in terms of you
22 did mention that people can actually go on to that
23 website and add photos to a cart.

24 A. People can license through the platform;
25 correct.

Confidential

Michael Grecco Productions, Inc. vs.
TikTok, Inc.

Michael Grecco

1 **Q. Right. So I'm referring specifically to**
2 **the revenue generated through -- by people that got**
3 **on the platform and licensed works?**

4 A. Zero.

5 **Q. Zero for 2024?**

6 A. Yeah. But that -- again, no one uses --
7 the cart, usually they want to have a confirmation
8 of a specific license, they want to give us the
9 details, the print run, the record cover run, the da
10 da da da da da, you know, the space, how big it's
11 being used, da da da, and we usually negotiate that.

12 **Q. Okay. So for 2023, same answer? Zero in**
13 **terms of the amount of revenue generated by somebody**
14 **getting on to MGP Stock Photos and purchasing a**
15 **license?**

16 A. Using their cart; that is correct.

17 **Q. Okay.**

18 A. How much revenue we got because they were
19 posted there and they contacted us, it is not
20 correct. It is not 0.

21 But using the cart, I will in a limited
22 fashion say you're correct.

23 **Q. Would it be the same answer for 2022?**

24 A. Yep.

25 **Q. Same answer for 2021?**

Confidential

Michael Grecco Productions, Inc. vs.
TikTok, Inc.

Michael Grecco

1 A. Yeah. I -- there was one instance where
2 someone bought a print using the cart, and I think
3 that in the entire history of us using that
4 PhotoShelter site, that was the only time someone
5 used the cart.

6 **Q. Okay.**

7 A. Amanda Beard's husband bought her a print,
8 the Olympian, of when I shot her, so . . .

9 MR. KEYES: Exhibit 24, please.

10 (Exhibit 24, 10/12/94 Stock Invoice,
11 GRECCO_000608-GRECCO_000607, marked for
12 identification.)

13 THE WITNESS: Okay.

14 BY MR. KEYES:

15 **Q. Do you recognize this document?**

16 A. I do.

17 **Q. And what is it?**

18 A. It's an invoice.

19 **Q. Who is Delphi Internet?**

20 A. It was an Internet service provider back in
21 the day.

22 **Q. Okay. And this is one of those invoices
23 that you drafted; right?**

24 A. Well, I drafted it to Maggie, yeah. I
25 drafted it to Maggie, and I think she did the

Confidential

Michael Grecco Productions, Inc. vs.
TikTok, Inc.

Michael Grecco

1 is now.

2 Q. What "X File" image in particular does this
3 invoice relate to?

4 A. The one that Fox used for an ad which is
5 the hallway with the light glowing and . . .

6 Q. Is it one of the photograph at issue in
7 this lawsuit?

8 A. No.

9 Q. So this was \$5,000 for a national ad
10 campaign at the height of "The X Files" popularity.

11 You would agree with me?

12 A. Yeah. 31 years ago; that's correct.

13 MR. KEYES: Okay. Thank you.

14 Let's pull up Exhibit 25, please.

15 (Exhibit 25, 7/25/00 Michael Grecco
16 Photography Stock Invoice, GRECCO_000612, marked for
17 identification.)

18 THE WITNESS: I charge more now.

19 BY MR. KEYES:

20 Q. Let me know when you have it, sir.

21 A. Okay. Just came in.

22 Okay.

23 Q. What is this document?

24 A. An invoice.

25 Q. Okay. Dated July 25th, 2000; yeah?

Confidential

Michael Grecco Productions, Inc. vs.
TikTok, Inc.

Michael Grecco

1 A. Correct.

2 Q. Addressed to Thomas Fiske of Anderson
3 Consulting; right?

4 A. Correct.

5 Q. Who is that?

6 A. My client.

7 Q. So Anderson Consulting is a client of
8 yours?

9 A. It's now Accenture, but yes. They were for
10 many, many years.

11 Q. Okay. So this was for the use of five
12 images; right? Four images from 1997 annual report;
13 Right? Plus two George Shaheen all on the worldwide
14 web.

15 A. Correct, right.

16 Q. What were the five images from the annual
17 report, do you recall?

18 A. I do not.

19 Q. You don't know if they're images of
20 celebrities?

21 A. They're images of their clients that I shot
22 for them. And they continued to use it, so we
23 billed them yearly for that use.

24 Q. So are these images of celebrities, sir?

25 A. They're images of their clients. They're

Confidential

Michael Grecco Productions, Inc. vs.
TikTok, Inc.

Michael Grecco

1 (Recess taken from 4:21 p.m. to 4:23 p.m.)

2 THE VIDEOGRAPHER: Time is 4:23 p.m. We
3 are back on the record.

4 MR. KEYES: Exhibit 26, please.

5 (Exhibit 26, 1/14/11 Michael Grecco
6 Photography Stock Invoice, GRECCO_000628, marked for
7 identification.)

8 BY MR. KEYES:

9 Q. Let me know when you have it up,

10 Mr. Grecco.

11 A. Just came in. Loading now.

12 Okay. Go ahead.

13 Q. This is an invoice. Who is the Propane
14 Educational and Research Council?

15 A. I think it's like the milk council. It's
16 the council that promotes propane use.

17 Q. So this provided a license "for the
18 exclusive use in perpetuity of the five images for
19 the propane advertising campaign series;" right?

20 A. Yes. It was, like, a final purchase, I
21 believe.

22 Q. And were any of the individuals in those
23 images, were they celebrities, famous people?

24 A. No, no. Actor/model.

25 Q. So none of the images that were licensed

Confidential

Michael Grecco Productions, Inc. vs.
TikTok, Inc.

Michael Grecco

1 pursuant to Exhibit 26 are at issue in this lawsuit;
2 right?

3 A. Correct.

4 MR. KEYES: Exhibit 27, please.

5 (Exhibit 27, 2/28/14 Michael Grecco

6 Photography Stock Invoice, GRECCO_000629, marked for
7 identification.)

8 BY MR. KEYES:

9 Q. What is this document, sir?

10 THE VIDEOGRAPHER: Sorry, Mr. Grecco. That
11 is the same one.

12 THE WITNESS: I'm well aware. You want me
13 to look at the other 27.

14 Okay. Go ahead.

15 BY MR. KEYES:

16 Q. It's addressed to G+j Corporate Editors.

17 A. Okay.

18 Q. Who is that?

19 A. A magazine out of Germany.

20 Q. So "use of three images"?

21 A. It's called Capital/Maja Nieveler, yes.

22 Q. Okay. These were images, the Google
23 founders; right?

24 A. Yeah. This was a license after the shoot;
25 that's correct.

Confidential

Michael Grecco Productions, Inc. vs.
TikTok, Inc.

Michael Grecco

1 Q. Okay. Does this license -- does this
2 relate to the Google founder image at issue in this
3 lawsuit?

4 A. I believe it does. I believe, if there are
5 three images, that's one that everyone always likes
6 to use. I -- that's from memory. I can't state
7 with 100 percent certainty.

8 Q. So it was a different price for the one
9 cover photo versus the full page images inside;
10 right?

11 A. No. I think it was one lump sum that we
12 negotiated.

13 Q. Okay. So there were no time limitations
14 set forth in this invoice, were there?

15 A. Well, it says one time publication rights
16 in one issue with the magazine. So the time
17 limitation is how long -- however long that magazine
18 runs: 30 days, a week.

19 The time limitation is right there. It's
20 limited to one issue.

21 MR. KEYES: Exhibit 28, please.

22 (Exhibit 28, 10/13/15 Michael Grecco
23 Photography Stock Invoice, GRECCO_000630, marked for
24 identification.)

25 THE WITNESS: Okay.

Confidential

Michael Grecco Productions, Inc. vs.
TikTok, Inc.

Michael Grecco

1 BY MR. KEYES:

2 Q. This is another one of the invoices that
3 you drafted; right?

4 A. Yep.

5 Q. Did you personally draft this one?

6 A. I think so, yes.

7 Q. Who is HelloGiggles?

8 A. That's not the -- that's not the invoice --
9 that's not what I'm looking at. I'm looking at an
10 invoice to Business Insider.

11 Q. Sorry about that. I might be looking at
12 the wrong one here.

13 Right. Business Insider. Sorry. I think
14 I was looking at the --

15 A. All good.

16 Q. Right. So this is the one for the Google
17 founders; right?

18 A. Correct.

19 Q. What's a carousel?

20 A. A carousel is when someone on the web puts
21 a bunch of, like, 12 images together, and you click
22 through them. The word derives from when there
23 was -- slideshow carousels where you would go
24 through the images in a Kodak carousel projector.

25 Q. So this license, it's not limited to a

Confidential

Michael Grecco Productions, Inc. vs.
TikTok, Inc.

Michael Grecco

1 I believe they rolled it into their home
2 page, blah blah blah blah, so . . .

3 Q. And again, the "X File" images, the one,
4 the flashing light one?

5 A. The flashlight one.

6 Q. The flashlight one, yes. The 22nd
7 photograph in your complaint here; right?

8 A. Correct.

9 MR. KEYES: Exhibit 33, please.

10 (Exhibit 33, 9/27/17 Michael Grecco
11 Photography Stock Invoice, GRECCO_000635-
12 GRECCO_000639, marked for identification.)

13 THE WITNESS: Okay.

14 BY MR. KEYES:

15 Q. It's an invoice addressed to Here Media
16 LLC?

17 A. Yep.

18 Q. What is Here Media LLC's business, if you
19 know?

20 A. Websites.

21 Q. What do you mean websites?

22 A. Well, it was used on out.com. So they're
23 the parent company for at least one website.

24 Q. Okay. And how did this license come about?
25 Is this another one of those instances where --

Confidential

Michael Grecco Productions, Inc. vs.
TikTok, Inc.

Michael Grecco

1 A. This is a -- this is a retroactive license,
2 yes.

3 Q. So they didn't reach out to you to license.
4 You found that they were allegedly infringing, and
5 you reached out to them?

6 A. Correct.

7 Q. And then you negotiated the settlement
8 agreement of 37- --

9 A. -5.

10 Q. Yeah. \$3,750; right?

11 A. Yeah. And just so you know, the terms and
12 conditions after 1998 is page 2 of the agreements,
13 so you do have them. So the Ts and Cs that go on
14 the back of every invoice are page 2 of this
15 invoice.

16 Q. Yeah. But as you can tell, sir, if you
17 look at this, you can't -- it's illegible.

18 A. Well, I bet there's better copies of this
19 in your paperwork.

20 Q. Okay. All right.

21 A. I don't know if it's illegible because it's
22 been converted and put on the web and da da da
23 da. Like, so . . .

24 Q. All right. Let's go to --

25 A. Also looks like it was rescanned because we

Confidential

Michael Grecco Productions, Inc. vs.
TikTok, Inc.

Michael Grecco

1 Productions Invoice, GRECCO_000642- GRECCO_000645,
2 marked for identification.)

3 BY MR. KEYES:

4 Q. This is another Stock Invoice addressed to
5 Livingly Media.

6 Do you see that?

7 A. Uh-huh.

8 Q. Is this another instance, sir, where --
9 well, first off, who is Livingly Media?

10 A. Another platform. Another website.

11 Q. And this is another website where they had
12 used one of your images, and you entered into this
13 agreement to settle a potential dispute; right?

14 A. We created a -- correct. We created a
15 retroactive license for them.

16 MR. ALEJANDRINO: And I'm going to object
17 as to form and just to the extent that these are --
18 invoices are being referred to as settlements.

19 They're invoices and licensing.

20 BY MR. KEYES:

21 Q. Okay. But as you stated, Mr. Grecco, this
22 was to resolve -- they paid you, and then you didn't
23 sue them; right?

24 A. This is a retroactive license. These
25 images reflect -- these invoices reflect a

Confidential

Michael Grecco Productions, Inc. vs.
TikTok, Inc.

Michael Grecco

1 A. Correct. They had to take it down. And
2 this is for the flashlight picture. You can see
3 it's included there.

4 **Q. Okay. So the fee here was for \$15,000 for**
5 **two years of use of the flashlight picture; right?**

6 A. Correct.

7 MR. KEYES: Let's look at Exhibit 36.

8 (Exhibit 36, 5/15/19 Michael Grecco
9 Photography Stock Invoice, GRECCO_000646-
10 GRECCO_000650, marked for identification.)

11 THE WITNESS: Okay.

12 BY MR. KEYES:

13 **Q. Another Stock Invoice dated May 15, 2019;**
14 **right?**

15 A. Yep. And it's a retroactive license.

16 **Q. Okay. Again, the license reflected in**
17 **Exhibit 36 was potentially to settle a claim that**
18 **you had against MTRNetwork.net?**

19 A. It's a retroactive license because we found
20 the -- an image on their network.

21 **Q. Right.**

22 A. MTRN Network. Or MTRNetwork.

23 **Q. They didn't reach out to you to negotiate a**
24 **license up front. This is --**

25 A. Correct. We found it afterwards, that's

Confidential

Michael Grecco Productions, Inc. vs.
TikTok, Inc.

Michael Grecco

1 correct.

2 Q. And do you recall if you sent them a demand
3 letter?

4 A. I'm sure we did.

5 Q. The fee here is for \$10,000 for one of the
6 "X File" images for a period of over four years;
7 right? A licensing period; right?

8 A. Yes.

9 MR. KEYES: Exhibit 37.

10 THE REPORTER: I'm sorry, I didn't hear the
11 answer.

12 THE WITNESS: Yes. The answer is yes.

13 MR. KEYES: Exhibit 37, please.

14 (Exhibit 37, 6/25/19 Michael Grecco
15 Photography Stock Invoice, GRECCO_000651-
16 GRECCO_000656, marked for identification.)

17 BY MR. KEYES:

18 Q. This is another Stock Invoice issued by you
19 to Lifedaily.com; right?

20 A. Yes.

21 Q. And this relates to another "X File" image;
22 right?

23 A. Well, it relates to the same flashlight
24 picture.

25 Q. Right.

Confidential

Michael Grecco Productions, Inc. vs.
TikTok, Inc.

Michael Grecco

1 A. Which is almost in every one of these
2 cases.

3 Q. And this is another instance where you
4 found that Lifedaily.com was using this image. And
5 you sent them a demand letter, I take it; yes?

6 A. Yes.

7 Q. So this license agreements ended up
8 potentially -- or not potentially. It ended up
9 resolving your copyright infringement claim that you
10 threatened against them?

11 A. I don't know if we made any threat against
12 them, but we -- they settled the claim, yes.

13 Q. In your demand letter, you demanded that
14 they stop using the photograph because it was
15 infringing; right?

16 A. Well, look. Every one of these is a
17 negotiation. So if they want to pay more and
18 continue to use the photograph, they can pay more.
19 Like, every one of these is a negotiation based on
20 the size of the company, the size of the platform,
21 so on and so forth.

22 Q. So why was there a license to MTRNetwork
23 for \$10,000 for four years and \$7,500 for Lifedaily
24 for five years?

25 A. Again, it's all a negotiation, you know.

Confidential

Michael Grecco Productions, Inc. vs.
TikTok, Inc.

Michael Grecco

1 litigation. It was related to seeing an image and
2 generating a retroactive license. It's not related
3 to litigation until we send it to an attorney to
4 file for litigation.

5 **Q. Got it.**

6 A. So you're mischaracterizing again what I
7 said previously.

8 **Q. So starting back at Exhibit 23, all of the
9 licenses from Exhibit 23 through Exhibit 38 that
10 we've looked at, these were all retroactive
11 licenses; right?**

12 A. Well, Exhibit 23 is the About Me on my
13 stock photo.

14 **Q. My apologies. Exhibit 24.**

15 A. No. That's not a retroactive -- I believe
16 they came to us, so the answer is no, from my
17 recollection.

18 Let's look at 25. No. That was -- he came
19 to us. I think it just took us -- he was a
20 long-term client. He came to us and negotiated it.

21 No for 26.

22 No for 27.

23 **Q. Wait. When you say "no" --**

24 A. No, they were not -- they were not from me
25 discovering anything. It was an active negotiation

Confidential

Michael Grecco Productions, Inc. vs.
TikTok, Inc.

Michael Grecco

1 when the client wanted to continue use.

2 Q. Okay. So Exhibit 27, you said that's not a
3 retroactive license?

4 A. No. I said Exhibit 25.

5 Exhibit 26 is not.

6 Exhibit 27, let's look. That's not either.

7 So again, you're mischaracterizing the
8 facts here. None of these -- up and to -- right now
9 up and to the Capital/Maja whatever, none of them
10 are retroactive licenses, so --

11 Q. Okay. Well, let's go back then. And I'm
12 not mischaracterizing anything. I'm asking you to
13 clarify for me, sir.

14 A. Okay.

15 Q. So --

16 A. From Exhibit 28 on, no. And I don't
17 believe that Business Insider is a -- was a --
18 pursuant to -- they wanted to use the images for
19 that story.

20 So I'll tell you when the first one is.

21 HelloGiggles is the first one.

22 Q. What exhibit are you referring to?

23 A. Well, it's Bates No. 000631. Exhibit 29.

24 So from 29 forward, yes, they're
25 retroactive licenses.

Michael Grecco

Confidential

Michael Grecco Productions, Inc. vs.
TikTok, Inc.

1 Q. Okay. Thank you.

2 Exhibit 38, please. Yeah, Exhibit 38. Let
3 me know when you're there.

4 A. I'm here.

5 Q. Is this another retroactive license?

6 A. Yes.

7 Q. Okay. So Exhibit 38 is a license that you
8 provided to a photograph because what? You found
9 that New Beverly Cinema was using --

10 A. Yes.

11 Q. -- your content?

12 A. Yes.

13 Q. And is this the Andy Garcia photograph
14 that's at issue in this case?

15 A. Yes.

16 Q. So this license fee that they paid to you
17 was to resolve a claim against -- for using a
18 photograph without your permission?

19 A. On Facebook; that's correct.

20 Q. And it was to ultimately resolve a claim
21 against them; right?

22 A. It was ultimately -- yes. It -- yes. Not
23 a litigation, but it was ultimately to resolve an
24 unauthorized use.

25 MR. KEYES: Got it.

Michael Grecco

Confidential

Michael Grecco Productions, Inc. vs. TikTok, Inc.

1 Exhibit 39, please.

2 (Exhibit 39, 11/15/19 Michael Grecco

3 | Photography Stock Invoice, GRECCO_000665-

4 | GRECCO_000670, marked for identification.)

5 BY MR. KEYES:

6 Q. There is another Stock Invoice addressed to
7 Fifth Group Restaurants LLC; right?

8 A. Yes.

9 Q. Again, relates to Andy Garcia image.

A. That is correct.

11 Q. And is that the same Andy Garcia image
12 that's at issue in this case?

13 A. That is correct.

Q. And this was another retroactive license?

15 A. That is correct.

16 Q. And you found that Fifth Group Restaurants
17 was using this photograph, and you reached out to
18 them. You sent them a demand letter?

A. That is correct.

Q. And then ultimately resolved that claim
against them for a license fee of 8,500?

22 A. That is correct, yep.

23 MR. KEYES: Exhibit 40, please.

24 (Exhibit 40, 9/13/17 Michael Grecco

25 Photography Stock Invoice, GRECCO_000687-

Confidential

Michael Grecco Productions, Inc. vs.
TikTok, Inc.

Michael Grecco

1 GRECCO_000688 , marked for identification.)

2 BY MR. KEYES:

3 Q. Exhibit 40, this is an invoice addressed to
4 Enigma Media Group?

5 A. Okay. It's pulling up now.

6 Yes.

7 Q. This is another retroactive license, isn't
8 it?

9 A. That's correct.

10 Q. And did you send Enigma Media Group a
11 demand letter claiming that they should take down
12 your content?

13 A. No. We sent -- we send them a demand
14 letter that they need to pay for our content.
15 Whether they get to keep it up or not is a matter of
16 how much they're going to pay and what the
17 negotiation is.

18 Q. Got it. So this \$10,000 payment was to
19 resolve -- resolve a claim of copyright infringement
20 against them; right?

21 A. Correct.

22 Well, yes. It was for non-authorized use
23 of my work; that's correct.

24 Q. Right. Non-authorized use of your work,
25 don't you call that copyright infringement?

Confidential

Michael Grecco Productions, Inc. vs.
TikTok, Inc.

Michael Grecco

1 A. Yes.

2 Q. So it was to resolve the claim for
3 copyright infringement; right?

4 A. Yes.

5 Q. All right. Thank you.

6 Bear with me here. Sorry. My -- I'm
7 having a technical glitch here. Give me -- give me
8 just a moment.

9 I'm going to go quickly through your
10 copyright registrations. I just want to make sure
11 that you authenticate them for the record, okay?

12 A. Yep.

13 MR. KEYES: Can we please pull up
14 Exhibit 41.

15 (Exhibit 41, Copyright Registration No. VA
16 1-431-698, GRECCO_000099-GRECCO_000152, marked for
17 identification.)

18 BY MR. KEYES:

19 Q. Let me know when you have it.

20 A. I have it.

21 Q. This is a Copyright Registration No. VA
22 1-431-698; right?

23 A. Correct.

24 Q. And this is one of the registrations that
25 you've sued on in this case; right?

Confidential

Michael Grecco Productions, Inc. vs.
TikTok, Inc.

Michael Grecco

I, the undersigned, a Certified Shorthand Reporter of the State of California, do hereby certify: That the foregoing proceedings were taken before me at the time and place herein set forth; that any witnesses in the foregoing proceedings, prior to testifying, were administered an oath; that a record of the proceedings was made by me using machine shorthand which was thereafter transcribed under my direction; that the foregoing transcript is a true record of the testimony given.

Further, that if the foregoing pertains to the original transcript of a deposition in a Federal Case, before completion of the proceedings, review of the transcript [] was [X] was not requested.

I further certify I am neither financially interested in the action nor a relative or employee of any attorney or any party to this action.

IN WITNESS WHEREOF, I have this date subscribed my name.

Dated: July 23, 2025



Susan F. Magee, RPR, CCRR, CLR
CSR No. 11661